

LDWSTF
12.3.70ul
JOHN FISHER 12.21.67ul

12/57

4861150

VOL 3746 PAGE 131

B. F. No. 3993-A-3-36-10M. 64918

WARRANTY DEED

LIMITED ACCESS

In the Matter of Primary

State Highway No. 1, Hinds Street to West Nevada Street in Seattle

KNOW ALL MEN BY THESE PRESENTS, That the Grantor,

LONE STAR CEMENT CORPORATION, a Maine corporation,

for and in consideration of the sum of --- - - - TEN and NO/100 - - - (\$10.00) - - - Dollars, and other valuable consideration, hereby conveys and warrants to the STATE OF WASHINGTON, the following described real estate situated in King County, in the State of Washington:

All that portion of the following described Parcel "A" lying Easterly of a line drawn parallel with and distant 91.5 feet Westerly, when measured at right angles, from the center line survey of Primary State Highway No. 1, Hinds Street to West Nevada Street in Seattle; EXCEPT that from the South line of Lot 21 it shall be all that portion of the said described Parcel "A" lying Easterly of a line described as follows:

Beginning at a point on the South line of said Lot 21, 91.5 feet Westerly, when measured at right angles, from the above mentioned center line; thence South 6°36'17" East to the point of intersection with the South line of said Parcel "A".

PARCEL "A":

Lots 9 to 16 and Lots 19 to 28 both inclusive, Block 378, Seattle Tide Lands; TOGETHER with the Northerly Half of vacated Dakota Street contiguous to said Lot 19; EXCEPT that portion thereof taken for East Marginal Way by the U.S.A. for East Marginal Way by decree entered November 27, 1942 in Cause No. 524 in the District Court of the United States for the Western District of Washington, Northern Division; situate in the City of Seattle, County of King, State of Washington.

The lands being conveyed herein contain an area of 12,945 square feet, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways at Olympia and bearing date of approval May 14, 1957, revised June 4, 1957, and the center line of which is also shown of record in Volume 1 of Highway Plats, page 67, records of King County.

It is understood that it is the intention of the State of Washington and/or the City of Seattle to cause to be constructed at some future time an elevated road or highway upon the now existing street, and that the grantor herein conveys and grants to the State of Washington all rights of ingress and egress "including all existing or potential easements of access, light, view and air" to, from and between the elevated portion of Primary State Highway No. 1, Hinds Street to West Nevada Street in Seattle, and the remainder of Parcel "A". It being understood and agreed that the grantor herein relinquishes no rights of ingress and egress, to, from and between the remainder of said Parcel "A" and any road or street now existing, or to be constructed, on land herein conveyed, or existing streets on ground level.

It is expressly intended that these covenants, burdens and restrictions shall run with the land and shall forever bind the grantor, its successors or assigns.

16634

USEPA SF



1316110

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by the Chief Right of Way Agent.

Dated this 18th day of December 1957

Accepted and approved DEC 20 1957

STATE OF WASHINGTON
DEPARTMENT OF HIGHWAYS

By [Signature]
for Chief Right of Way Agent.

LONE STAR CEMENT CORPORATION

[Signature]
Its Division Vice President

[Signature]
Its Division Treasurer

STATE OF WASHINGTON,
County of King

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 18th day of December 1957, personally appeared before me

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that signed and sealed the same as free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,

STATE OF WASHINGTON)
County of King) ss

Residing at Seattle

On this 18th day of December 1957, before me personally appeared NED H. NELSON and H. E. THOMPSON to me known to be the Division Vice President and Division Treasurer of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seals attached is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

[Signature]
Notary Public in and for the State of Washington, Residing at Seattle

WARRANTY DEED

FROM
Lone Star Cement Corporation

TO
STATE OF WASHINGTON

King County

RECORDED
VOL. 3746 OF
PAGE 132 REQUEST OF

1957 DEC 27 AM 11 41

ROBERT A. MORRIS AUDITOR
KING COUNTY WASH.
DEPUTY

FILED for Record at Request of

Name When recorded must be
DEPARTMENT OF HIGHWAYS
Address OLYMPIA, WASH.

Primary State Highway No. 1

Hinds Street to W. Nevada St. in

Seattle

PN.

12/57

D. Dec 27-57

Dec 18-57

\$10. and ovc

4861149 NO

4861150

IN THE MATTER OF PRIMARY STATE HWY #1 Hinds Street to
West Nevada St in Seattle

Lone Star Cement Corporation, Maine corp
to State of Washington

cy & wrnt

All that ptn of folg-decd parcel A lying Ely of a in drawn
plw and dnt 91.5 ft Ely, when meas at R/A from ctr in srty
of Primary St Hwy #1 Hinds St to West Nevada St in Seattle
Exc that from S in of lt 21 it shall be all that ptn of
sd decd parcel A & lying Ely of a in dnt
Eap on S in of sd lt 21 91.5 ft Ely when meas at R/A from
abv mentioned ctr in; th S 6°35'17" E to point of inter-
section with S in of sd Parcel A
Parcel A: lts 10-16 and lts 19 to 28 both incl blk 375
Seattle Tide Lands. See Ely 1/2 of vac Hinds Street cont
from to sd lt 21. Exc what ptn that taken for East Marginal
way by DSA for East Marginal way by TCR into Nov 27 '42 in
cause #524 in Dist Court of DSA for Western Dist.

Wash. allstate Corp. Ken

lands being owned contain area of 12,945 sq ft. N/A area
details concerning all of which are to be found within the
map of that location of the and on file of the Director
Hwy 130, and also within the file of the
and car in which also were recorded in the 1941
to 1942

[illegible]

4851150-3

It is understood and agreed that effect of this deed is hereby rendered and that terms and obligations hereof shall not become binding upon it or any person until accepted and approved herein in writing by the Wash Dist of Ariz by Col R. W. Agnew.
Accepted and approved Dec 20 1917 by Col R. W. Agnew

For the State of Arizona
at its capital city
Phoenix

600000
BOLD

in 142-47 and 48 Calhoun, Danny L. being a member of
S. State's High School, for Vol. 10, dated pp. 32, 33, 34
and 35 of SRA at pp. 32, 33, 34 and 35. The 1st of 2
in at SRA bounded in the 1st of the 2 in of 1 in the 1st
of the 2 by the 1 in of 1st 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 8

(Cont'd from 101-103) U.S.

10115 Mile 390 Seattle Tukwila Lands

Parcel D
Lot 16 414 409 See the new title paper

Page 10 of 10

RESEARCH

Key:

122

SECRET

[illegible]

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 12-15-2011 BY 60322 UCBAW

[illegible]

Phone 505-556-5500 • 10000 NE 10th St., Suite 100 • Portland, OR 97220

Page 11 of 11

6/58

Supplement and Max Medroth
to Mtg & Lease Jan 6-58
Dec 12-57

4862995

Parr Industrial Corporation, a Calif corp
to The Equitable Life Assurance Society of the United
States, and
Boeing Airplane Company

Where, to, as succ in ltr to Seattle Warehouse Company, is
the owner of a certain tract for a railroad spur track
as more fully defined in an order rec under recvg #4295790
and now of rec in vol 3810 pp 181 recs on and for rec
and where the ad easmt is included within the terms of a
certain mtg dtd Mar 27-56 exord by Seattle Warehouse
Company, as mtgor, and The Equitable Life Assurance Society
of the United States, as mtgee, and rec'd in vol 3527 pp
539 of the ad recs, and
where the ad easmt is also included in pty leased to
Boeing Airplane Company under the terms of a lease dtd
Jan 19-58 as mtgor, which is rec'd in vol 153 leases pg
121 of ad recs, and
where, the State of Washington, thru its Dept of Highways,
desires that the railroad spur track for which ad easmt was
granted, be relocated to accommodate a proposed highway
improvement, and (Cont'd on 2) vls

The new survey track shown which is herein to be included as a part of the plat above described and the 30 feet and rounded in the 30 feet or over and across the 112 second duty in law.

A strip of land in blk 378, Seattle City Lands, and in the NW 30 ft of W 1/2 Sec 35, T 35 N, R 12 W, was located under Ordinance No. 80946 of the City of Seattle, dated 12-20-1911, map on the 10-acre lots 30 and 31, blk 378, which is 22 ft E of the N 1/2 of E 1/2 of Sec 35, T 35 N, R 12 W, in the NW 1/4 of E 1/2 of Sec 35, T 35 N, R 12 W, to the right having a radius of 211.88 ft, an arc of curve to the right a dis of 238.19 ft to an intersection with the NW 1/4 of Sec 35, T 35 N, R 12 W, and a dis of 48.08 ft to the NW 1/4 of Sec 35, T 35 N, R 12 W, having a radius of 220.23 ft, an arc of curve to the left a dis of 104.30 ft, to the NW 1/4 of Sec 35, T 35 N, R 12 W, to the NW 1/4 of Sec 35, T 35 N, R 12 W.

City & Co. of San Francisco, Calif. 00012-11, 11-11-11, and Peter Cox and Edgar E. Reed, Fred E. Reed, 11-11-11, and Arthur Howell, prior 6-11-11, for and with the City of Seattle, May 13-11. Filed in the office of the City of Seattle, May 13-11. Filed in the office of the City of Seattle, May 13-11.

Esmt Jan 6-58

4862994

Dec 12-57

Bet

Lone Star Cement Corporation and
Parr Industrial Corporation

was by inst dtd Mar 7-52 Superior Portland Cement Inc.
wash corp granted to Chicago, Milwaukee, St. Paul and
Pacific Railroad Company, esmt to construct, operate and
maintain 2 standard gauge rr tracks upon, over and across
strip of land in blk 378 Seattle Tide Lands Sec 18-24-4
ewm which rec under #4220919 and rec vol 3132 D pg 652
kcw

Was by written inst dtd May 5-52 sd Chicago, Milwaukee,
St. Paul and Pacific Railroad Company cvyd sd esmt to
Seattle Warehouse Company, Calif Corp

Was thrft Seattle Warehouse Company wished to re-locate
sd esmt and construct RR spur track over a different ptn of
land owned by sd Superior Portland Cement, Inc., which re-
location was satisfactory to sd Superior Portland Cement Inc.
provided the original esmt location was surrendered and
terminated; and

as under inst dtd Nov 3-52 sd Seattle Warehouse Company
cont---2

221

4862994--2

released, cvyd and QC all of its right, title, int, authorit
and privilege with respect to pty descd in sd inst of record
vol 3132 D pg 652 abv referred to, and by same inst sd
Superior Portland Cement, Inc. granted and cvyd to Seattle
Warehouse Company, successors and assigns, right, pr ivilege
authority and esmt to enter upon and construct, maintain and
operate RR tracks upon, alg over and across pty more parti-
cularly descd in sd inst which rec #4295790 vol 3210 D pg
181 kcw

Whas ~~xxxx~~ Parr Industrial Corporation, Calif corp, has
not succeeded to int of Seattle Warehouse Company in and
to sd Esmt and is now owner thof

Whas by D dtd Apr 1-57 rec vol 3664 D pg 486, Superior
Portland Cement, Inc. cvyd to Lone Star Cement Corporation
all of the former's int in aforementioned land to which sd
~~the same~~ esmts refer

Whas as part of extension of Primary State Hiwy #1
(Hinds St. to West Nevada St) the State of Wash has acqd
ptn of ptn owned by Lone Star Cement Corporation which
aforementioned esmt extends and as part of sd imprvt, RR
tracks to which sd spur tracks constructed on sd esmt attach
have been moved and therefore it is necessary that the afore-
mentioned esmt be relocated. cont--3

4862994--3

Therefore Larr Industrial Corporation, as successor in int to Seattle Warehouse Company, does hereby rls, ovy and qc all of its right, title, int, authority and privilege to construct, operate and maintain RR tracks over and across pty deacd in sd inst rec vol 3210 D pg 181 and esmt thio granted is hereby surrendered, relinquished and terminated and Lone Star Cement Corporation does hereby grant and cry to Larr Industrial Corporation, successors and assigns, right, privilege authority and esmt to enter upon and construct maintain and operate RR tracks upon, along, over and across folg deacd pty in kcw:

Strip of land in blk 378 Seattle Tide Lands and in Nly 50 ft of East Dakota Street as sd street was vac under Ord #80946 of Cofs in Sec 18-24-4 ewm daf: Basp on ln bet lts 20 and 21 sd blk 378 which pt is 22 ft W of W ln of East Marginal Way; th N on ln plw W ln of E Marginal Way a dst of 100.2809 ft; th S $3^{\circ}57'31''$ W 86.91 ft to pt of crv to right having rad of ~~211~~ 211.88 ft; th folg crv to right a dst of 236.19 ft to an intersec with ctr ln of sd vac W Dakota St; th E alg sd ctr ln of vac W Dakota St a dst of 48.08 ft to pt of crv to left having rad of 226.223 ft; th folg sd crv to left a dst (cont-4)

4862994--4

of 164.30 ft; th N 6°36'17" W 36.94 ft to pob

It is understood and agd bet parties that the only nat right ~~xx~~ or privilege held by Parr Industrial Corporation with relation to pty owned by fp after the execution of this inst is as contained in last pty abv deesd

In event the grantee, successors or assigns shall abandon sd tracks, all rights herein granted shall revert to and reinvest in grantor, successors and assigns.

The grantor, successors and assigns, may cross ~~over~~ over and use sd land for any prps not inconsistent with and which will not interfere with its use for RR prps.

The grante, successors and assigns shall pay all txs levied upon sd tracksdor the use of sd land for the granted prps.

(mail to R A Moen Hoge
Bldg) h

sig ok

fp sign and ack kow Dec 17-57

County of San Francisco Calif Dec 12-57 by Pres Parr Carl

and Edgar H Rowe Pres and Secy sd corp bef Audrey

Howell np for Calif res San Francisco. NS May 13-61

12/58

WARRANTY DEED

5503681

The Grantor, SEATTLE WAREHOUSE COMPANY, a California corporation, conveys and warrants to PARR INDUSTRIAL CORPORATION, a California corporation, the following described parcels of land situate in Section 18, Township 24 North, Range 4 East W.M. in Seattle, King County, Washington, to wit:

Beginning at the intersection of the west line of East Marginal Way, as established by Ordinance No. 32881 of the City of Seattle, with the center line of vacated West Dakota Street; as vacated by Ordinance No. 80964 of said City; thence westerly along said center line of said vacated West Dakota Street 1130 feet; thence southerly at right angles 525 feet to the north line of West Nevada Street, as deeded under Ordinance No. 80965 of said City; thence easterly along the northerly line of said West Nevada Street 1130 feet to the said west line of East Marginal Way; thence northerly along the said west line of East Marginal Way 525 feet to the point of beginning; ALSO

Commencing at a point in the said west line of East Marginal Way, with its intersection with the south line of said West Nevada Street; thence westerly along the south line of West Nevada Street 586 feet to the true point of beginning; thence continuing westerly along said south line of West Nevada Street 544 feet; thence southerly at right angles 184 feet; thence easterly at right angles 544 feet; thence northerly at right angles 184 feet to the point of beginning.

TOGETHER WITH that certain easement from Chicago, Milwaukee, St. Paul and Pacific Railroad Company, now of record in Volume 3210 of deeds, Page 181, King County Auditor's records, over and across the following described property:

A strip of land in Block 378, Seattle Tide Lands, and in the northerly 50 feet of West Dakota Street as said street was vacated under Ordinance No. 80964 of the City of Seattle, in Section 18, Township 24 North, Range 4 East W.M., described as follows:

Beginning at a point on the west line of East Marginal Way which point is 95.26 feet north of the north line of said vacated West Dakota Street; thence continuing north along the west line of East Marginal Way 101.83 feet; thence South 8° 12' 00" West 52.72 feet to a point of curve; thence along a curve to the right having a radius

KING COUNTY
AUDITOR
RECEIVED
DEC 19 1958

DEC 19 1958

SALES TAX LIEN
PAID

2 additional sheets

NOV 8 - 1962

5503081

of 241.30 feet a distance of 268.18 feet to its intersection with the center line of said vacated West Dakota Street, said point of intersection being 171.29 feet westerly, measured along said center line, of the west line of East Marginal Way; thence east, along said center line, 48.08 feet to an intersection with a curve to the left having a radius of 260.30 feet the center of which curve bears North 28° 14' 00" West from said point of intersection; thence northeasterly, along said curve to the left, 195.00 feet to the point of beginning;

TOGETHER WITH all and singular the tenements, hereditaments, privileges, franchises and appurtenances belonging or in any wise appertaining to the above described property, including the buildings, improvements and structures thereon; and

TOGETHER WITH the machinery, equipment and fixtures attached or affixed to and used in the operation or occupation of the buildings situated on the said premises, including without limitations the towveyor system, the screens, awnings, storm windows, doors, window shades, inlaid floor coverings, shrubbery, trees, plants, boilers, tanks, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air conditioning and incinerating fixtures and equipment; and

TOGETHER WITH Grantor's right, title and interest in and to any railroad spurs or tracks located on or used in connection with the above described property, and all easements and rights of way used in connection with said premises or as a means of access thereto, whether or not herein specifically described and including the land lying in the bed of any street, road, alley or avenue in front of or adjoining the above described property to the center line thereof, and all fencing, paving and grading.

Dated: April 30, 1956.

SEATTLE WAREHOUSE COMPANY,
a California corporation

By Paul R. Davis
Its PRESIDENT
By Wm. Sheehan
Its SECRETARY

NOV 8 - 1962

or were used in connection with said premises or as a means of

STATE OF CALIFORNIA

City and County of San Francisco

On this 20th day of April in the year one thousand nine hundred and 75th year of the United States of America, I, Edmund C. Kelly, a Notary Public in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Paul H. Barrett and George J. McHugh, known to me to be the President and Secretary of the corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the City and County of San Francisco the day and year in this certificate first above written.

Notary Public in and for the City and County of San Francisco, State of California.

Notary's Form No. 22 (Acknowledgment - Corporation).
[C. S. Sec. 1196.1]

My Commission Expires Jan 29 1960

NOV 6 - 1962

7666700315

~~Clyde Humboldt~~

682-2177

~1975

LEASE

DRAFT

THIS LEASE made as of _____, 19____
by and between the PORT OF SEATTLE, a Washington municipal corporation
as Lessor, hereinafter referred to as "the Port," and ASSOCIATED
TRANSPORTATION CENTER, INC., a Washington corporation, hereinafter referred
to as "Lessee,"

W I T N E S S E T H:

In consideration of their mutual promises the parties hereto do
hereby mutually agree as follows:

LEASED
PREMISES
(see also
Para. 42)

1. The Port hereby leases to Lessee, and Lessee hereby hires and
leases from the Port, the following described premises situated in King
County, State of Washington:

Approximately ²⁸⁰350,179 sq. ft. (8.04 acres) of land at Terminal
102 West, as shown on Exhibit "A-1" attached hereto and by this
reference made a part hereof, plus

Approximately _____ sq. ft. (_____ acres) of land at Terminal
106 West, as shown on Exhibit "A-2" attached hereto and by this
reference made a part hereof,

hereinafter called "the premises."

TERM

2. (a) This lease shall be for a term of three (3) years, begin-
ning November 1, 1975 and ending October 31, 1978.

(b) In the event Lessee shall have fully complied with all
terms and conditions of this lease, Lessee shall be granted the right
to continue this lease for one (1) additional three (3) year period
by giving Port written notice of its intent to exercise said option not
less than ninety (90) days prior to end of preceding lease period. It
is understood and agreed by the parties that the rental rate shall be
subject to renegotiation at that time.

RENT
(See Para. 42)

~~3. Lessee agrees to pay as rental for the leased premises the~~
sum of _____ (\$ _____) per month. The rent for each month shall be paid to
the Port in advance on or before the first day of each and every month
of the lease term, and shall be payable at such place as the Port may
hereinafter designate. Except to the extent, if any, expressly provided
below, payment of rental shall not relieve Lessee and/or cargo from their
~~respective obligations to pay all applicable Port tariff charges.~~

BOND

4. (a) Lessee shall, upon execution of this lease, file with the
Port a good and sufficient corporate surety company bond, rental insurance
policy, or other security (hereinafter referred to as "The Bond") in
accordance with the requirements of the laws of the State of Washington to
secure the full performance by Lessee of all terms and conditions of this
lease, including the payment by Lessee of all amounts now or hereafter
payable to the Port during the full term hereof. The form and provisions
of the bond, and the identity of the surety or insurer thereon, shall be
subject to the approval of the Port. The amount of the bond or insurance
shall be based upon the rentals payable hereunder and determined in
accordance with the laws of the State of Washington, and shall be adjusted
if required by said laws. If the amount of the bond or insurance is not
so adjusted, Lessee shall be considered in default hereunder. No future

amendment or extension to this lease shall be effective until the surety or insurer has given its consent thereto and the amount of the bond or insurance has been adjusted as required. The bond may provide for termination on the anniversary date thereof upon not less than one (1) year's written notice to the Port if the lease is not in default at the time of said notice. In the event of any such termination, Lessee shall obtain a new bond or rental insurance pursuant to the Port's rental guarantee insurance program, also subject to Port approval, to replace the bond being so terminated to be effective on or before the date of termination. In the event of application by Lessee and acceptance of the same by the insurer the Lessee may, as an alternative to filing a corporate surety company bond as provided in this section, elect to secure its full performance of the rental payment of this lease through participation in and subject to the terms and conditions of the Port's rental guarantee insurance program. In the event of such election, the rental insurance premium payable by Lessee shall be an added charge due and collected with rental payments. If Lessee shall fail to provide a bond as provided herein within thirty (30) days of signing this lease or within thirty (30) days of the date of renewal or replacement bond is due, Lessee expressly authorizes the Port to seek to place a lease on the Port's rental guarantee plan and agrees to pay the premium due thereon in addition to all other payments due under this lease. It is further agreed that in the event the laws of the State of Washington applicable hereto shall hereafter be amended, the provisions of this paragraph shall be deemed likewise automatically amended upon the effective date of such statutory amendments, if necessary to comply therewith, or, if not mandatory, at the sole option of the Port.

(b) It is further agreed that the undersigned wishes to apply for and, in the event of acceptance, be placed upon the Port's rental guarantee insurance program as provided for in the election option outlined in Paragraph 4 of the lease as herein amended. In the event such conversion to the rental guarantee insurance program is not possible, Lessee agrees to maintain adequate security as presently is provided. Further, Lessee agrees that present security shall remain in effect until conversion to the rental guarantee program is effectuated. Lessee may terminate participation in the rental guarantee insurance program on the anniversary date thereof upon not less than one (1) year's written notice to the Port if the lease is not in default at the time of said notice. In the event of any such termination, Lessee shall obtain a new bond or rental insurance, subject to Port approval, to replace the bond or insurance being so terminated to be effective on or before the date of termination.

USE OF
PREMISES

5. Lessee shall use the premises for storage of empty containers, chassis and related equipment to support marine-oriented business, with major use limited to marine-oriented traffic in the minimum amount of SEVENTY-FIVE PER CENT (75%). These premises shall not be used for any other purpose without the written consent of the Port. Should any items other than containers be stored on the premises, they shall be subject to Port of Seattle tariff charges. Lessee shall use the entire premises for the conduct of said business in a first class manner continuously during the entire term of this lease, with the exception of temporary closures for such periods as may reasonably be necessary for repairs or redecorating or for reasons beyond Lessee's reasonable control. No amusement devices (including specifically, but without limitation, so-called pinball machines and similar devices) shall be maintained or permitted to be maintained on the premises. Lessee agrees that it will not disturb the Port or any other tenant of the Port by making or permitting any disturbance or any unusual noise, vibration or other condition on or in the premises.

Lessee shall have preferential rights and the Port shall have secondary rights to use of the premises at Terminals 102 West and 106 West. Such use by the Port shall not unreasonably interfere with the operations of Lessee. In the event of any such secondary use by the Port, all terminal charges in connection therewith shall accrue to and be billed by the Port.

UTILITIES

6. Lessee shall cause to be separately metered, and shall pay throughout the term of this lease, all charges for all utility services furnished to the premises, including heat, electricity, water, sewerage, garbage disposal and janitorial services.

ACCEPTANCE
OF PREMISES

7. Lessee has examined the leased premises, accepts them in their present condition, ~~and agrees to make any changes in the premises necessary to conform to federal, state and local law applicable to Lessee's use of the premises.~~

MAINTENANCE
AND REPAIR

8. At the expiration or sooner termination of this lease, Lessee shall return the premises to the Port in the same condition in which received (or, if altered by Lessee with the Port's consent, then the premises shall be returned in such altered condition), reasonable wear and tear and damage by fire or unavoidable casualty excepted. Lessee shall, at its own expense, at all times keep the premises, and the adjoining roadways and sidewalks, neat, clean and in a safe and sanitary condition, keep the glass of all windows and doors thereof clean and presentable, and shall maintain and keep the leased premises in a good state of repair, and shall commit no waste of any kind, and, without limiting the generalities thereof, shall replace all cracked or broken glass in the premises, and keep the electrical system and the sprinkler system and all drains clean and in a good state of repair, and shall protect the sprinkler system and all pipes and drains so that they will not freeze or become clogged: Provided, that Lessee's said obligation to make all necessary repairs shall not extend to any repairs to the roof (structure or covering) or to the foundations of the building or structure (but expressly excluding from the term "foundations" all flooring and decking, whether structural or finish) of which the premises are a part, or to any repairs to any bearing columns or bearing walls or to the exterior walls of the building or structure that may be necessary to maintain the structural soundness of those columns or walls, except to the extent that any of the repairs described in this proviso may be required as a result of damage caused by negligence of Lessee or its agents, employees, invitees or licensees. Lessee shall remove all snow and ice from the sidewalk in front of the premises and shall remove all snow and ice from the roof thereof.

ALTERATIONS
AND IMPROVE-
MENTS

9. Lessee shall make no alterations or improvements to or upon the premises or install any fixtures (other than trade fixtures which can be removed without injury to the premises) without first obtaining written approval from the General Manager of the Port. In the event any alterations or improvements shall be made or fixtures (other than trade fixtures which can be removed without injury to the premises) installed by Lessee, they shall at once become a part of the realty and become the property of the Port. Movable furniture and trade fixtures which are removable without injury to the premises shall be and remain the property of Lessee.

INSPECTION -
"FOR RENT"
SIGNS

10. The Port reserves the right to inspect the leased premises at any and all reasonable times throughout the term of this lease: Provided, that the Port shall not interfere unduly with Lessee's operations. The right of inspection reserved to the Port hereunder shall impose no obligation on the Port to make inspections to ascertain the condition of the premises, and shall impose no liability upon the Port for failure to make such inspections. The Port shall have the right to place and maintain "For Rent" signs in conspicuous places on the premises for thirty (30) days prior to the expiration or sooner termination of this lease.

OUTSIDE
AREAS AND
ROOF

11. The use of the outside area of the walls (other than the front of the premises) and the roof of the building in which the premises are located is reserved to the Port, which shall have the right to utilize the same for any purpose, including the maintenance of signs.

POSSESSION

12. If the Port shall be unable for any reason to deliver possession of the premises, or any portion thereof, at the time of the commencement of the term of this lease, the Port shall not be liable for any damage caused thereby to Lessee, nor shall this lease thereby become void or voidable, nor shall the term specified herein be in any way extended, but in such event Lessee shall not be liable for any rent until such time as the Port can deliver possession. If Lessee shall, in the interim, take possession of any portion of the premises, Lessee shall pay as rental the full rental specified herein reduced pro rata for the portion of the premises not available for possession by Lessee. If the Port shall be unable to deliver possession of the premises at the commencement of the term of this lease, Lessee shall have the option to terminate this lease by at least thirty (30) days' written notice, unless the Port shall deliver possession of the premises prior to the effective date of termination specified in such notice. If Lessee shall, with the Port's consent, take possession of all or any part of the premises prior to the commencement of the term of this lease, all of the terms and conditions of this lease shall immediately become applicable, with the exception that Lessee shall not be obligated to pay any rental for the period prior to the commencement of the term of this lease unless otherwise mutually agreed.

DAMAGE OR
DESTRUCTION

13. (a) Should the premises or the buildings or structures of which the premises are a part be damaged by fire or other casualty, and if the damage is repairable within four (4) weeks from the date of the occurrence (with the repair work and the preparations therefor to be done during regular working hours on regular work days), the premises shall be repaired with due diligence by the Port, and in the meantime the monthly minimum rental shall be abated in the same proportion that the untenable portion of the premises bears to the whole thereof, for the period from the occurrence of the damage to the completion of the repairs.

(b) Should the premises or any buildings or structures of which the premises are a part be completely destroyed by fire or other casualty, or should they be damaged to such an extent that the damage cannot be repaired within four (4) weeks of the occurrence, the Port shall have the option to terminate this lease on thirty (30) days' notice, effective as of any date not more than sixty (60) days after the occurrence. In the event that this paragraph shall become applicable, the Port shall advise Lessee within thirty (30) days after the happening of any such damage whether the Port has elected to continue the lease in effect or to terminate it. If the Port shall elect to continue this lease in effect, it shall commence and prosecute with due diligence any work necessary to restore or repair the premises. If the Port shall fail to notify Lessee of its election within said thirty (30) day period, the Port shall be deemed to have elected to terminate this lease, and the lease shall automatically terminate sixty (60) days after the occurrence of the damage. For the period from the occurrence of any damage to the premises to the date of completion of the repairs to the premises (or to the date of termination of the lease if the Port shall elect not to restore the premises), the monthly minimum rental shall be abated in the same proportion as the untenable portion of the premises bears to the whole thereof.

INDEMNIFICA-
TION -
LIABILITY
INSURANCE

14. The Port, its employees and agents shall not be liable for any injury (including death) to any persons or for damage to any property regardless of how such injury or damage be caused, sustained or alleged to have been sustained by Lessee or by others as a result of any condition (including existing or future defects in the premises) or occurrence whatsoever related in any way to the premises and the areas adjacent thereto or related in any way to Lessee's use or occupancy of the premises and of the areas adjacent thereto. Lessee agrees to defend and to hold and save the Port harmless from all liability or expense (including expense of litigation) in connection with any such items of actual or alleged injury or damage. In addition, Lessee shall, at its own expense, maintain proper

liability insurance with a reputable insurance company or companies satisfactory to the Port in the minimum limits of \$250,000 (per person) and \$500,000 (per accident or occurrence) for bodily injuries and death, and in the minimum limit of \$250,000 (per accident) for property damage, and hereafter in such increased amounts as the parties may from time to time mutually agree upon, to indemnify both the Port and Lessee against any such liability or expense. The Port shall be named as additional insured, and shall be furnished with appropriate evidence to establish (1) that Lessee's insurance obligations as herein provided have been met, and (2) that the insurance policy or policies as herein required are not subject to cancellation without at least sixty (60) days' advance written notice to the Port. Lessee shall furnish to the Port from time to time evidence of renewal of insurance as required.

WAIVER OF
SUBROGATION

15. Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under the respective fire insurance contracts, including any extended coverage endorsements thereto: PROVIDED, That this paragraph 15 shall be inapplicable if it would have the effect, but only to the extent that it would have the effect, of invalidating any insurance coverage of Lessor or Lessee.

INCREASE IN
COST OF
INSURANCE

16. Lessee shall not use the demised premises in such a manner as to increase the existing rates of insurance applicable to the buildings or structures of which the premises are a part. If it nevertheless does so, then, at the option of the Port, the full amount of any resulting increase in premiums paid by the Port with respect to the buildings or structures of which the leased premises are a part, and to the extent allocable to the term of this lease, may be added to the amount of rental hereinabove specified and shall be paid by Lessee to the Port upon the monthly rental day next thereafter occurring.

TAXES

17. Lessee shall be liable for, and shall pay throughout the term of this lease, all license and excise fees and occupation taxes covering the business conducted on the premises, and all taxes on property of Lessee on the leased premises and any taxes on the leasehold interest created by this lease, whether imposed on Lessee or on the Port. Lessee shall also pay, or reimburse the Port for, all taxes, other than any net income taxes payable by the Port, including ad valorem taxes or taxes levied in lieu of an ad valorem tax or tax on the leasehold interest created by this lease and/or measured by the rental payments hereunder. With respect to any such taxes payable by the Port which are measured by the rental payments hereunder, Lessee shall pay to the Port with each rental payment an amount equal to the tax on, or measured by, that particular payment. All other tax amounts for which the Port is or will be entitled to reimbursement from Lessee shall be payable by Lessee to the Port at least fifteen (15) days prior to the due dates of the respective tax amounts involved: Provided, that Lessee shall be entitled to a minimum of ten (10) days' written notice of the amounts payable by it.

COMPLIANCE
WITH PORT
REGULATIONS
AND WITH ALL
LAWS

18. Lessee agrees to comply with all applicable rules and regulations of the Port pertaining to the building or other realty of which the premises are a part now in existence or hereafter promulgated for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Lessee further agrees to comply with all applicable federal, state, and municipal laws, ordinances, and regulations, including without limitation those relating to environmental matters. Any fees for any inspection of the premises during or for the lease term by any federal, state or municipal officer and the fees for any so-called "Certificate of Occupancy" shall be paid by Lessee.

ASSIGNMENT
OR SUBLEASE

19. Lessee shall not assign or transfer this lease or any interest therein nor sublet the whole or any part of the premises, nor shall this lease or any interest thereunder be assignable or transferable by operation of law or by any process or proceeding of any court, or otherwise, without

the written consent of the Port first had and obtained. If Lessee is a corporation, Lessee further agrees that if at any time during the term of this lease more than one-half (1/2) of the outstanding shares of any class of stock of Lessee corporation shall belong to any stockholders other than those who own more than one-half (1/2) of the outstanding shares of that class of stock at the time of the execution of this lease or to members of their immediate families, such change in the ownership of the stock of Lessee shall be deemed an assignment of this lease within the meaning of this paragraph. If the Port shall give its consent to any assignment or sublease, this paragraph shall nevertheless continue in full force and effect and no further assignment or sublease shall be made without the Port's consent.

DEFAULTS

20. Time is of the essence of this agreement. Lessee shall pay interest monthly at the annual rate of twelve percent (12%), or the maximum rate permitted from time to time by applicable law, whichever is greater, on all sums owing to the Port under this lease, commencing thirty (30) days after the date each sum is due and payable. In the event of the failure of Lessee to pay the rentals, interest, or other charges provided for in this lease at the time and in the manner herein specified, or to keep any of the covenants or agreements herein set forth to be kept and performed, the Port may elect to terminate this lease and reenter and take possession of the premises with or without process of law; Provided, however, that Lessee shall be given fifteen (15) days' notice in writing stating the nature of the default in order to permit such default to be remedied by Lessee within said fifteen (15) day period. If upon such reentry there remains any personal property of Lessee or of any other person upon the leased premises, the Port may, but without the obligation so to do, remove said personal property and hold it for the owners thereof or may place the same in a public garage or warehouse, all at the expense and risk of the owners thereof, and Lessee shall reimburse the Port for any expense incurred by the Port in connection with such removal and storage. The Port shall have the right to sell such stored property, without notice to Lessee, after it has been stored for a period of thirty (30) days or more, the proceeds of such sale to be applied first to the cost of such sale, second to the payment of the charges for storage, and third to the payment of any other amounts which may then be due from Lessee to the Port, and the balance, if any, shall be paid to Lessee. Notwithstanding any such reentry, the liability of Lessee for the full rental provided for herein shall not be extinguished for the balance of the term of this lease, and Lessee shall make good to the Port any deficiency arising from a reletting of the leased premises at a lesser rental than that hereinbefore agreed upon. Lessee shall pay such deficiency each month as the amount thereof is ascertained by the Port.

TERMINATION BY PORT

21. In the event that the Port, at its sole discretion, shall require the use of the premises for any purpose for public or private use in connection with the operation of the business of the Port, then this lease may be terminated by the Port by written notice delivered or mailed by the Port to Lessee not less than one hundred eighty (180) days before the termination date specified in the notice.

TERMINATION FOR GOVERN- MENT USE

22. In the event that any federal, state or local government or agency or instrumentality thereof shall, by condemnation or otherwise, take title, possession or the right to possession of the premises or any part thereof, the Port may, at its option, terminate this lease as of the date of such taking, and, if Lessee is not in default under any of the provisions of this lease on said date, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

TERMINATION BECAUSE OF COURT DECREE

23. In the event that any court having jurisdiction in the matter shall render a decision which has become final and which will prevent the performance by the Port of any of its obligations under this lease, then either party hereto may terminate this lease by written notice, and all rights and obligations hereunder (with the exception of any undischarged

rights and obligations that accrued prior to the effective date of termination) shall thereupon terminate. If Lessee is not in default under any of the provisions of this lease on the effective date of such termination, any rental prepaid by Lessee shall, to the extent allocable to any period subsequent to the effective date of the termination, be promptly refunded to Lessee.

SIGNS

24. No signs or other advertising matter, symbols, canopies or awnings shall be attached to or painted on or within the lease premises, including the windows and doors thereof, without the approval of the General Manager of the Port first had and obtained. At the termination or sooner expiration of this lease, all such signs, advertising matter, symbols, canopies or awnings attached to or painted by Lessee shall be removed by Lessee at its own expense, and Lessee shall repair any damage or injury to the premises, and correct any unsightly condition, caused by the maintenance and removal of said signs, etc.

INSOLVENCY

25. If Lessee shall file a petition in bankruptcy, or if Lessee shall be adjudged bankrupt or insolvent by any court, or if a receiver of the property of Lessee shall be appointed in any proceeding brought by or against Lessee, or if Lessee shall make an assignment for the benefit of creditors, or if any proceedings shall be commenced to foreclose any mortgage or any other lien on Lessee's interest in the premises or on any personal property kept or maintained on the premises by Lessee, the Port may, at its option, terminate this lease.

NON-WAIVER

26. The acceptance of rental by the Port for any period or periods after a default by Lessee hereunder shall not be deemed a waiver of such default unless the Port shall so intend and shall so advise Lessee in writing. No waiver by the Port of any default hereunder by Lessee shall be construed to be or act as a waiver of any subsequent default by Lessee. After any default shall have been timely cured by Lessee, it shall not thereafter be used by the Port as a ground for the commencement of any action under the provisions of paragraph 20 hereof.

PROMOTION
OF PORT
COMMERCE

27. Lessee agrees that throughout the term of this lease it will, insofar as practicable, promote and aid the movement of passengers and freight through facilities within the territorial limits of the Port. Lessee further agrees that all incoming shipments of commodities that it may be able to control or direct shall be made through facilities within the territorial limits of the Port if there will be no resulting cost or time disadvantage to Lessee.

SURRENDER OF
PREMISES -
ATTORNEYS'
FEES

28. At the expiration or sooner termination of this lease, Lessee shall promptly surrender possession of the premises to the Port, and shall deliver to the Port all keys that it may have to any and all parts of the premises. In the event that the Port shall be required to bring any action to enforce any of the provisions of this lease, or shall be required to defend any action brought by Lessee with respect to this lease, and if the Port shall be successful in such action, Lessee shall, in addition to all other payments required herein, pay all of the Port's actual costs in connection with such action, including such sums as the court or courts may adjudge reasonable as attorneys' fees in the trial court and in any appellate courts.

HOLDING OVER

29. If Lessee shall, with the consent of the Port, hold over after the expiration or sooner termination of the term of this lease, the resulting tenancy shall, unless otherwise mutually agreed, be for an indefinite period of time on a month-to-month basis. During such month-to-month tenancy, Lessee shall pay to the Port the same rate of rental as set forth herein, unless a different rate shall be agreed upon, and shall be bound by all of the additional provisions of this lease agreement insofar as they may be pertinent.

ADVANCES BY
PORT FOR
LESSEE

30. If Lessee shall fail to do anything required to be done by it under the terms of this lease, except to pay rent, the Port may, at its sole option, do such act or thing on behalf of Lessee, and upon notification to Lessee of the cost thereof to the Port, Lessee shall promptly pay the Port the amount of that cost.

LIENS AND
ENCUMBRANCES

31. Lessee shall keep the leased premises free and clear of any liens and encumbrances arising or growing out of the use and occupancy of the said premises by Lessee. At the Port's request, Lessee shall furnish the Port with written proof of payment of any item which would or might constitute the basis for such a lien on the leased premises if not paid.

NOTICES

32. All notices and payments hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To Lessor:

The Port of Seattle
P. O. Box 1209
Seattle, Washington 98111

To Lessee:

ASSOCIATED TRANSPORTATION CENTER, INC.
P. O. Box 99156
Seattle, Washington 98199

or to such other respective addresses as either party hereto may hereafter from time to time designate in writing. Notices and payments sent by certified or registered mail and subsequently received by the Port shall be deemed to have been given when and if properly mailed, and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

JOINT AND
SEVERAL
LIABILITY

33. Each and every party who signs this lease, other than in a representative capacity, as Lessee, shall be jointly and severally liable hereunder.

"LESSEE"
INCLUDES
LESSEES,
ETC.

34. It is understood and agreed that for convenience the word "Lessee" and verbs and pronouns in the singular number and neuter gender are uniformly used throughout this lease, regardless of the number, gender or fact of incorporation of the party who is, or of the parties who are, the actual lessee or lessees under this agreement.

CAPTIONS

35. The captions in this lease are for convenience only and do not in any way limit or amplify the provisions of this lease.

INVALIDITY OF
PARTICULAR
PROVISIONS

36. If any term or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

NON-DISCRIMI-
NATION
SERVICES

37. (a) Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby.

(b) It is agreed that Lessee's noncompliance with the provisions of this clause shall constitute a material breach of this lease. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law.

NON-DISCRIMI-
NATION
EMPLOYMENT

38. Lessee covenants and agrees that in all matters pertaining to the performance of this lease, Lessee shall at all times conduct its business in a manner which assures fair, equal and non-discriminatory treatment of all persons without respect to race, creed or national origin and, in particular:

- (a) Lessee will maintain open hiring and employment practices and will welcome applications for employment in all positions from qualified individuals who are members of racial or other minorities, and
- (b) Lessee will comply strictly with all requirements of applicable federal, state and local laws or regulations issued pursuant thereto relating to the establishment of non-discriminatory requirements in hiring and employment practices and assuring the service of all patrons or customers without discrimination as to any person's race, creed, color or national origin.

LABOR UNREST

39. Tenant agrees to join with Port and use its best efforts in avoiding labor unrest, or in the event of a wildcat strike or other labor difficulty, to use its good offices in negotiating and bringing to a swift and satisfactory conclusion any kind of labor dispute that may affect the interests of the Port.

EASEMENTS

40. (a) The Parties recognize that the Port facilities are continuously being modified to improve the utilities, services and premises used and provided by the Port. The Port, or its agents shall have the right to enter the demised premises of the Lessee, and to cross over, construct, move, reconstruct, rearrange, alter, maintain, repair and operate the sewer, water, and drainage lines, and the electrical service, and all other services and facilities required by the Port for its use. The Port is hereby granted a continuous easement or easements that the Port believes is necessary within the leased premises of the Lessee, without any additional cost to the Port for the purposes expressed hereinabove. Provided, however, that the Port by virtue of such use, does not substantially deprive the Lessee from its beneficial use or occupancy of its leased area for an unreasonable period of time, not to exceed thirty (30) working days, without consent of the Lessee.

(b) In the event that the Port permanently deprives the Lessee from such beneficial use or occupancy, then an equitable adjustment in rent, or in the cost required to modify its premises to allow the Lessee to operate its business, will be negotiated and paid by the Port to the Lessee. In the event that such entry by the Port is temporary in nature, then the Port shall reimburse the Lessee for the cost required to modify its premises for the temporary period that the Lessee is inconvenienced by such Port entry. The Port will not be responsible to the Lessee for any reduced efficiency, or loss of business occasioned by such entry.

FEDERAL
MARITIME
COMMISSION
REGULATIONS

~~41. This instrument shall be submitted to the Federal Maritime Commission for determination as to whether it may be subject to the provisions of Section 15 of the Shipping Act, 1916 as amended. In the event that the Commission, or Staff, shall determine approval of this instrument is required under said Section 15, this instrument shall not become effective until both of the parties hereto have been informed that such approval has been given. No future amendment or modification to this~~

~~instrument (other than a termination of the entire agreement between the parties by their mutual consent) shall become effective until such amendment or modification has been submitted to and reviewed by the Federal Maritime Commission and its staff in the manner outlined above.~~

~~Pending approval by the Federal Maritime Commission, the Lessee will be assessed rental pursuant to the Port tariffs. Once Federal Maritime Commission approval is received, the Lessee will be obligated to pay the rental thereafter pursuant to the lease. If it is found by the FMC that this lease is not to be subject to Federal Maritime Commission approval, then and in that event the rental will be assessed retroactively from the first date of occupancy at the rate stated herein, and the Lessee will be given credit for the amount of rental he has paid heretofore under the tariff rate.~~

RENT

42. The monthly rental shall be based on the Container Storage Rates shown on Exhibit "B" attached hereto and by this reference made a part hereof. This exhibit may be revised as the rates may change from time to time. The monthly rental for the land area used at Terminals 102 West and 106 West shall be FORTY-THREE PERCENT (43%) of the storage charges shown on Exhibit "B", this percentage subject to review at the end of eighteen (18) months.

In addition, the Port shall receive FORTY-THREE PERCENT (43%) of the gross revenues for any and all other business conducted on the premises at Terminals 102 West and 106 West in accordance with posted Port of Seattle tariffs.

It is understood and agreed by the Parties that all land rentals shall be due and payable on or before the 20th day of each month for all business done during the preceding calendar month.

The Port reserves the right to audit Lessee's records in verification of the foregoing rental computation.

In addition, Lessee shall cause to be moved from Pier 46 to Terminal 102 West a 1,000 sq. ft. office building now owned by the Port. Lessee shall pay all costs incurred in moving this structure and the new sewer, water and electrical hookup charges as well as costs of securing all the necessary permits and licenses. These costs shall not exceed a grand total of \$22,000.00.

The Port hereby agrees to reimburse Lessee in an amount not to exceed \$22,000.00 after all work has been performed and the building is ready for Lessee's occupancy. At that time Lessee shall pay a monthly rental of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00), based on 1,000 sq. ft. at \$3.00 per sq. ft. per year, for the use of the office building. This amount is determined for rental only, as Lessee shall be required to meter separately for his account all utilities needed in the building, including heat, water and electrical.

The rent for each month shall be paid to the Port in advance on or before the first day of each and every month of the lease term, and shall be payable at such place as the Port may hereinafter designate. Except to the extent, if any, expressly provided below, payment of rental shall not relieve Lessee and/or cargo from their respective obligations to pay all applicable Port tariff charges.

ENTIRE
AGREEMENT -

43. Prior to the execution of this lease agreement the parties deleted paragraphs 3 and 41, modified paragraphs 5, 6 and 7 and added paragraphs 42 and 43. This constitutes the whole agreement between

the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this agreement shall be valid or effective unless evidenced by an agreement in writing.

IN WITNESS WHEREOF the parties hereto have signed this lease as of the day and year first above written.

ATTEST:

PORT OF SEATTLE
A Municipal Corporation

By _____
Secretary
(CORPORATE SEAL)

By _____
President
LESSOR

ATTEST:

ASSOCIATED TRANSPORTATION CENTER, INC.

By _____
Secretary
(CORPORATE SEAL)

By _____
President
LESSEE

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this _____ day of _____, 19____, before me,
the undersigned notary public in and for the State of Washington, duly
commissioned and sworn, personally appeared _____
and _____

_____, to me known to be the President and
Secretary, respectively, of the Port Commission of the PORT OF SEATTLE, a
municipal corporation, the corporation that executed the foregoing instrument,
and acknowledged said instrument to be the free and voluntary act and deed of
said corporation, for the uses and purposes therein mentioned, and on oath
stated that they were duly authorized to execute the same and that the seal
affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto the day and year in this
certificate first above written.

Notary Public in and for the State
of Washington, residing at Seattle.

(ACKNOWLEDGMENT FOR CORPORATE LESSEE)

STATE OF _____)
) ss.
COUNTY OF _____)

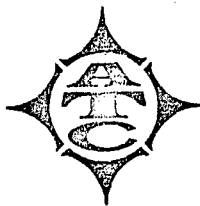
On this _____ day of _____, 19____, before me
personally appeared _____ and _____

_____, to me known to be
the _____ President and the _____ Secretary, respectively, of the
corporation that executed the within and foregoing instrument, and acknowledged
said instrument to be the free and voluntary act and deed of said corporation,
for the uses and purposes therein mentioned, and on oath stated that they were
authorized to execute said instrument and that the seal affixed is the corporate
seal of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official
seal the day and year first above written.

Notary Public in and for the State
of _____, residing at _____.

Associated



Transportation Center

September 22, 1975

Mr. L. H. Smathers
Rental Management Specialist
Port of Seattle
P.O. Box 1209
Seattle, Washington 98111

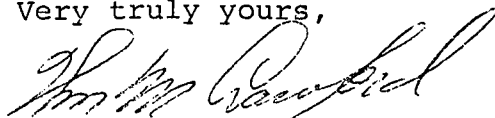
Dear Lee:

Re; A.T.C. Container Storage Rates


Per your request following are our storage rates:

	<u>20'</u>	<u>40'</u>
Ocean Carriers	30¢ per day	60¢ per day
Leasing Companies	25¢ per day	50¢ per day

Very truly yours,


William M. Crawford

WMC/b


Notary Public

My commission expires Dec. 26, 1976

EXHIBIT - B